

TUFFY® 50TH ANNIVERSARY SWEEPSTAKES

OFFICIAL RULES

1. **NO PURCHASE NECESSARY**

The “Tuffy® 50th Anniversary Sweepstakes” (“Sweepstakes”) is offered ONLY in the States of AL, FL, IA, IL, IN, MI, NE, NC, ND, OH, SC, TX, VA and WI and is void elsewhere and where prohibited.

By participating in the Sweepstakes, you fully and unconditionally agree to and accept these Official Rules and the decisions of T.A.C. dba Tuffy® Tire & Auto Service Center (“Sponsor” or “Tuffy”) and Exposure Marketing & Promotion, Inc. (“Administrator”), which are final and binding in all matters related to the Sweepstakes and not subject to appeal. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **SWEEPSTAKES TIMING**

Sweepstakes begins on March 1, 2020 at 12:00 AM [midnight] Eastern Time (“ET”) and ends on April 19, 2020 at 11:59:59 PM ET (“Sweepstakes Period”).

3. **ELIGIBILITY**

The Sweepstakes is open only to legal U.S. residents who live and/or work in either AL, FL, IA, IL, IN, MI, NE, NC, ND, OH, SC, TX, VA or WI and who are at least eighteen (18) years of age (or the legal age of majority in your state of residence), whichever is greater with a valid U.S. driver’s license at time of entry.

The following persons are NOT eligible to participate or win a prize in the Sweepstakes:

- Employees, directors and officers of Sponsor and its parent companies, subsidiaries, dealers and affiliates and companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities");
- The immediate family members of any such employee/director/officer (spouse, sibling, parent and children and their spouses, regardless of where they live);
- Members of the same household of any such employee/director/officer, whether related or not.

4. **HOW TO ENTER**

There are two (2) ways to enter the Sweepstakes:

- 1) **Entry Via Mobile** – To enter the Sweepstakes, send the word "TUFFY" as an SMS text message from your mobile device to shortcode 88202. Each SMS Sweepstakes text entry will generate a text response with a link to the "Entry Form." Click on the link and provide and Submit the requested information as requested (a “Mobile Entry”). You must have an MMS enabled device with text messaging capabilities to play by text message. Some mobile providers may block messaging to short codes. Not all wireless carriers participate. Standard message and data rates will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such message, data, and wireless charges. Opting-in to receive additional promotional offers by email will not increase one's chances of winning. Participation constitutes entrant's unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes.

Text HELP for help. Text STOP to discontinue reply texts. Proof of text message does not constitute proof of delivery or Entry. Mobile Entries must be received prior to April 19, 2020 at 11:59:59 PM; and

- 2) **Entry Via Mail:** Print your full name, complete address, daytime telephone number, date of birth, e-mail address and the address of your local Tuffy® Tire & Auto Center on a 3"x5" card and mail in a business-size (#10) envelope to Tuffy® 50th Anniversary Sweepstakes, 7111 Dixie Hwy., Ste 150, Clarkston, MI 48346 ("Mail Entry"). Entries must be postmarked by April 19, 2020 and received by April 23, 2020. If Mail Entry is copied or mechanically reproduced, 3"x5" card submission will not result in receipt of Mail Entry. Each 3"x5" card must be submitted separately in its own business-size envelope to result in receipt of Mail Entry; if more than one (1) 3"x5" card is submitted in the same envelope, all 3"x5" cards contained therein are void and no Mail Entries will be received in conjunction therewith.

5. **WINNER SELECTION / VERIFICATION**

Potential Prize winners will be selected in a random drawing conducted by Administrator, an independent judging agency, on or about May 1, 2020. One (1) potential Grand Prize winner will be selected from among all eligible Entries received. Fifty (50) potential First Prize winners will be selected from among all eligible Entries. Odds of winning any prize depends on the total number of eligible Entries received for that drawing. Potential prize winners will be contacted by the Administrator via e-mail, mail or phone (in Administrator's sole discretion) and may be required to complete and return an Affidavit of Eligibility, Liability Release/Assumption of Risk, Indemnification Agreement, and Publicity Release Form ("Affidavit/Release") within three (3) days of notification. If potential prize winner fails to timely execute and return the Affidavit/Release (if applicable), if potential prize winner is ineligible to receive the prize, or potential prize winner cannot be contacted after reasonable effort as determined by Administrator in its sole discretion, prize will be forfeited and an alternate winner will be selected from among all remaining eligible Entries and Mail Entries received. Entrants agree that a facsimile or electronic (scanned) copy of Affidavit/Release, or, alternatively, an electronic signature or affirmation, will have the same legal force and effect as a hand-signed document.

6. **PRIZES / APPROXIMATE RETAIL VALUE (ARV)**

One (1) Grand Prize – One (1) Grand Prize will be offered. The Grand Prize is a Cruise Trip for two (2) people (winner and one (1) guest), consisting of roundtrip, coach air travel for two (2) people from a major airport near winner's home (determined by Sponsor in its sole discretion) to Sponsor selected port-of-call; airport transfers to the cruise ship: maximum seven (7) night' cruise ship accommodations (one room; double occupancy); one (1) \$500 gift card (issuer determined by Sponsor); and an all-inclusive meal and beverage package for two – not including alcohol (restaurant restrictions may apply). The approximate retail value ("**ARV**") of the Grand Prize is up to \$5,000 USD. The exact value will depend on where the winner resides and market conditions at the time of prize fulfillment. (If actual value is less than \$5,000, winner will not receive difference in value in cash or otherwise.) Stops during the cruise are dependent on the package selected by Sponsor and are dependent upon weather conditions and time of year. Cruise dates are at Sponsor's discretion and subject to availability at the time of travel. All prize details that are not expressly specified in these Official Rules (including, with respect to the specific cruise dates, itinerary and all activities) will be determined by Sponsor in its discretion. Restrictions may apply.

Fifty (50) First Prizes – Each First Prize will consist of a \$500 Tuffy Gift Card redeemable in-store for any provided service. ARV of each First Prize is \$500 USD.

Total ARV of all Prizes is \$30,000.

7. PRIZE RESTRICTIONS

Grand Prize - Winner must be available to take trip by no later than 12/15/21 on dates determined by Sponsor; if winner is unable to travel on such dates for any reason, winner will forfeit the Grand Prize without compensation and an alternate winner will be selected via random drawing as set forth above, time permitting. All travel must be completed by 12/15/21. The winner must provide desired trip dates to Sponsor or Administrator a minimum of thirty (30) days in advance of such dates. Trip is subject to availability. All travel dates will be determined by the Sponsor, and once made may not be altered except by Sponsor. Travel restrictions and blackout dates may apply. If winner chooses NOT to have a guest accompany him or her on the trip, then air travel, hotel accommodations, additional activities and monies will be provided only for the winner and no additional prize or alternate prize will be awarded. Trip is subject to availability and other restrictions. Winner and guest must travel together on the same itinerary and are responsible for obtaining any necessary documentation (i.e., valid photo ID, Passport) prior to travel. Guest must be of legal age of majority in their jurisdiction of residence (and at least 18), unless the child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents. If the guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. All expenses or costs associated with the acceptance of the Grand Prize (including, with respect to the trip component of the Grand Prize, souvenirs, incidentals, specialty restaurant reservations/dining and alcoholic beverages and gratuities) are the responsibility of the winner.

If winner lives within reasonable driving distance of port-of-call (in the sole opinion of Sponsor and Administrator), the winner will receive ground transfers in lieu of air travel, and no additional air travel prize or alternative prize will be awarded.

First Prizes – Use of gift cards is subject to issuer's terms and conditions. Cards redeemable prior to December 31, 2022 at any participating Tuffy® Tire & Auto Service Center for goods and services not exceeding the remaining credit balance on the card.

All Prizes - Each prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive a prize or any prize component is permitted, except in the discretion of Sponsor, which has the right to substitute the prize or any prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. Each prize consists only of the items expressly specified in these Official Rules. Each prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and local taxes on the value of the prize are the responsibility of the winner. An IRS form 1099 will be issued if required by law. Restrictions may apply.

Limit of one (1) prize per person, family or household. Limit of one (1) First Prize per participating Tuffy location – as specified on the entry form selected. Prizes may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize (or prize element, as applicable) with another prize/prize element of comparable or greater value if the intended prize/prize element is not available for any reason as determined by the Sponsor

in its sole discretion. Winners will be solely responsible for all applicable taxes (not limited to federal, state, local and/or income) on prize, which will be reported to applicable governmental authorities as required by law. Grand Prize winner must provide his/her Social Security number or tax ID# for tax reporting purposes; and, Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of the Grand Prize. Except where prohibited by law, participation in the Sweepstakes constitutes permission from Entrant for Sponsor and its designees to use Entrant's name, hometown, likeness, statements, other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without prize, incentive, consideration, consent or review.

8. **GENERAL CONDITIONS / RELEASE**

By participating, Entrants (a) release Sweepstakes Entities, and their respective directors, officers, agents and employees (collectively the "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize. Neither Released Parties nor any service providers are responsible for any incorrect or inaccurate information supplied by Entrants while participating in the Sweepstakes, incorrect or inaccurate transcription of entry information, or for any human or other error, lost data, omission, interruption, deletion, defect, any other error or malfunction, or late, lost, damaged, misdirected Entries or Mail Entries or postage due mail. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Use of any automated system to participate is prohibited and will result in disqualification. Mail Entries that are incomplete, illegible or corrupted are void. Sponsor and Administrator are not liable or responsible for late, invalid or misdirected Entries or Mail Entries, all of which will be disqualified. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Administrator reserves the right at its sole discretion to disqualify any suspect Entry and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted on the Tuffy® Tire and Auto Service Center Website (<http://www.tuffy.com>) and the selection of the winners will be made in a manner determined by Sponsor/Administrator, in their sole discretion, to be fair, appropriate and consistent with these Official Rules. Entries not complying with all rules are subject to disqualification.

9. **GOVERNING LAW/JURISDICTION/DISPUTES.** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and

Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

10. ENTRANT'S PERSONAL INFORMATION

Information collected from Entrants is subject to Tuffy® Tire & Auto Service Center's Privacy Policy accessible at https://www.tuffy.com/tuffy_privacy.

11. WINNERS

For winners' list, go to www.promodetails.com and enter the keyword "Tuffy50th". Winners' list will be available after May 1, 2020.

12. SPONSOR/ADMINISTRATOR

The Sweepstakes is sponsored by T.A.C. dba Tuffy® Tire & Auto Service Center, 7150 Granite Circle Toledo, OH 43617 and administered by Exposure Marketing & Promotion, Inc., 7111 Dixie Highway, Clarkston, MI 48346.